

**SCHROON LAKE CENTRAL SCHOOL  
BOARD OF EDUCATION MEETING AGENDA  
THURSDAY, DECEMBER 21, 2023  
7:00 PM SCHOOL LIBRARY**

- I. Call the meeting to order
- II. Pledge of Allegiance
- III. Approval of the Minutes of the Board Meetings
  - A. November 16, 2023
  - B. November 20, 2023
- IV. Public Participation
- V. Financial Reports
  - A. Approval of Warrant #5
  - B. Treasurer's Report/Budget Status
  - C. Extra-Curricular Report
- VI. Superintendent's Report
  - A. Educational Highlight- Special Education Report
  - B. Senior Class Trip Presentation
  - C. Budget Calendar
- VI. Business Office Report
  - A. Investment Update
  - B. Financial Procedure
  - C. Salvage Request
- VII. Board Discussion and Action Items
  - A. Approval of CSE /CPSE recommendations
  - B. Approve Leave of Absences
  - C. Appoint long term substitutes
  - D. Appoint school nurse
  - E. Appoint non certified substitute
  - F. Accept Co Cheer Advisor resignation
  - G. Appoint Homework club supervisors
  - H. Appoint extra curricular positions
  - I. Approve MOA- School Psychologist and Counselor
  - J. Approve Senior Trip
- VIII. Policy – 1<sup>st</sup> read
  - A. Violence in the Workplace
  - B. FMLA

X. Executive Session if needed and called

XI. Public Participation

XII. Adjournment

SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING  
School Library  
November 16, 2023

BOARD MEMBERS PRESENT:

Jared Whitley  
Susan Repko  
Bruce Murdock  
Valerie LeBlanc  
Codie Aiken

BOARD CLERK

Lisa DeZalia

OTHERS PRESENT:

Supt. Brooks                      Mrs. Pemrick  
Matt Curren                        Kathy Johnston  
Dr. Davey                          Amy Campbell  
Suzanne Hurtado                Amanda Drake  
Addie Phillips                    Aleks Smith  
Teagan Smith                      Elliola Smith  
Maddie Whitley                  Brett Bernhard  
Melissa Whitley                  Lucas LaPerle  
Carly Smith                        Kevin Planty  
Laura Corey

MEETING  
TO ORDER

President Jared Whitley called the meeting to order at 7:00 pm

Those present pledged allegiance to the flag

CVES  
PRESENTATION

Dr. Mark Davey and Amy Campbell shared information on CVES Services and what services Schroon Lake has purchased for the 2023-2024 school year. Kudos were given to the transportation department and business office on their proactive approach on the new NYS mandates. Enrollment in CVTES programs are increasing and future expansion to the Mineville campus is probable. Students are receiving top quality programs. Dr. Davey thanked Bruce Murdock for his service to the CVES Board and also thanked Dr. Brooks for his leadership within the past year to find quality candidates for the district.

PREVIOUS  
MINUTES

A motion was made by Bruce Murdock, second by Codie Aiken to accept minutes of October 26, 2023 as presented.  
All Board members voted Yes-5 No-0 motion carried

PREVIOUS  
MINUTES

A motion was made by Susan Repko, second by Bruce Murdock to accept minutes of November 2, 2023 as presented.  
All Board members voted Yes-5 No-0 motion carried

PREVIOUS  
MINUTES

A motion was made by Codie Aiken, second by Valerie LeBlanc to accept minutes of November 6, 2023 as presented.  
All Board members voted Yes-5 No-0 motion carried

**PUBLIC  
PARTICIPATION**

There were no concerns at this time

**CERTIFICATION  
OF WARRANT**

A motion was made by Bruce Murdock, second by Codie Aiken to approve Warrant # 4 dated 11-07-23.  
All Board members voted Yes-5 No-0 motion carried

**TREASURER'S  
REPORT**

A motion was made by Bruce Murdock, second by Susan Repko to accept the Treasurer's Report dated 11/07/23 as presented.  
All Board Members voted Yes- 5 No- 0 motion carried.

**EXTRA  
CURRICULAR  
REPORT**

A motion was made by Valerie LeBlanc, second by Codie Aiken to accept the Extra Curricular Report dated 10/31/23 as presented.  
All Board Members voted Yes-5 No- 0 motion carried.

**2023-2024  
TAX  
COLLECTORS  
REPORT**

A motion was made by Bruce Murdock, second by Susan Repko to accept the 2023-2024 tax collectors report as presented.  
All Board members voted Yes- 5 No-0

**SUPT  
REPORT**

Supt. Brooks stated that this month's Educational Highlight would be on the Special Education PILOT program. Mrs. Johnston gave a brief overview of the program on both the K-2 level and the 3-5 level. She thanked Suzanne Hurtado and Amada Drake for all their hard work in making the programs successful. The purpose of the two programs is to give more educational support and monitor what needs are most important. The goal is to find the right balance between special and regular education. Curriculum and materials have been ordered and staff continues to monitor the needs and growth of each student. She appreciates the support of the Board and plans a more detailed report for the December meeting.  
Supt. Brooks gave a Board goals update and it was agreed to go back to the Staff, Community, Students and Parents to gather more information to set further goals as this seemed to be very informational last year.

**PRINCIPAL'S  
REPORT**

Mrs. Pemrick stated that one of her most favorite parts of her job is to brag about our students and staff. She was amazed to see the community involvement during the Halloween parade. The CASMA event was hosted at Schroon Lake this year. She is so proud of our musical program and our talented students. The Varsity letter program has been instituted and was well received by our varsity athletes. Eight of our soccer players

were nominate the All Star team. The Veterans Day assembly was very impressive and she acknowledged Laura Corey for all her hard work to make this event so successful. She also acknowledged Brett Bernhard and his students Lucas LaPerele, Carly Smith and Kevin Planty for live streaming the Board meeting, Community Connections continue with the town library with a literacy event coming soon. She pointed out that tomorrow is National Substitute Day and she appreciates all the hard work of our substitutes.

**BUSINESS  
MANAGER  
REPORT**

Mr. Curren reviewed the budget update. Tax collection is coming to an end and the district has collected a little over six million dollars so far. He continues to work with the special ed department on a state aide review and it looks like there will be some reimbursement. There will also be a Medicaid training for new business officials and special education Directors.

**CSE  
RECS  
APPROVED**

A motion was made by Bruce Murdock, second by Codie Aiken to approve the CSE recommendations for #10560, 10630,40175,40174 10505,10751 and 40166 as presented.  
All Board members voted – Yes- 5 No-0 motion carried

**BOE Appoints Substitutes**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Susan Repko to appoint Makayla Collinsworth as a non certified teacher substitute for the 2023-2024 school year. This position is contingent upon the clearance of NYSED fingerprints. Ms. Collinsworth will be compensated \$115.00 per day.

All Board members voted Yes- 5 No- 0 motion carried

Upon the recommendation of Supt. Brooks, a motion was made by Valerie LeBlanc, second by Susan Repko to appoint Warren Spaulding as a non certified teacher substitute for the 2023-2024 school year. This position is contingent upon the clearance of NYSED fingerprints. Mr. Spaulding will be compensated \$115.00 per day.

All Board members voted Yes- 5 No- 0 motion carried

**BOE Appoints Site Supervisors**

Upon the recommendation of Supt. Brooks, a motion was made by Susan Repko, second by Bruce Murdock to appoint Sharon Smith, Becky Hartwell, Amber Mieras, Tracy Whittey and Jeff Cutting as site supervisors for the 2023-2024 basketball season. Site supervisors will be compensated \$30.00 per hour.

All Board members voted Yes- 5 No- 0 motion carried

**BOE APPROVES MOU TIMEKEEPER** Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Codie Aiken to approve the MOU for the Timekeeper position for the 2023-2024 school year. Varsity and JV games will be paid \$100 (\$50.00) per game and modified games will be paid \$45.00.  
All Board members voted Yes- 5 No-0 motion carried

**EMPLOYEE RECOGNITION** Dr. Brooks recognized the outstanding contribution of the custodial crew and their commitment to excellence in keeping the building and grounds clean and safe. He expressed his deepest gratitude for their hard work.

**NURSE RESIGNATION** Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Jared Whitley to regretfully accept the resignation of Danielle Rooker as school nurse effective December 1, 2023.  
All Board members voted – Yes- 5 No-0 motion carried

Mr. Whitley thanked her for her service to our students.

**PUBLIC PARTICIPATION** There were no concerns at this time.

**EXECUTIVE SESSION** A motion was made by Valerie LeBlanc second by Bruce Murdock to go into executive session at 8:00 pm for the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person. 5) Collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law)  
All Board members Voted Yes- 5 No-0 Motion carried

**EXECUTIVE SESSION** A motion was made by Bruce Murdock, second by Codie Aiken to move out of executive session at 8:35 pm.  
All Board members voted Yes -5 No-0 Motion Carried

**BOE** Upon a motion by Superintendent Brooks, a motion was made by Susan Repko, second by Bruce Murdock, and approved unanimously to provide Mr. Matthew Curren, Business Manager/Treasurer, an annual stipend of \$10,000 for the financial management of the District's special education reporting and funding. These duties exist above and beyond those in the job description of the position he holds and will result in significant financial benefit to the District's special education program. The stipend will be considered annually at the District's Reorganization Meeting and will not be part of, nor alter, the employment contract by and between Mr. Curren and the District. for the 2023-2024 school year, the stipend shall be prorated for the term of service (i.e., November 16, 2023 - June 30, 2024).  
All Board members voted Yes- 5 No-0 motion carried

**BOARD GOALS MEETING SCHEDULED** A motion was made by Susan Repko, second by Bruce Murdock to schedule the board goals meeting for January 13, 2023  
All Board members voted Yes- 5 No-0 motion carried

**ADJOURNMENT** A motion was made by Bruce Murdock second by Valerie LeBlanc to adjourn at 8:35 pm.  
All Board members voted Yes – 5 No-0 Motion Carried

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District Clerk

III. B  
Pg. 65  
**DRAFT**

SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
SPECIAL MEETING  
NOVEMBER 20, 2023  
SPECIAL EDUCATION ROOM  
6:30 PM

BOARD MEMBERS PRESENT:  
Bruce Murdock  
Jared Whitley  
Valerie LeBlanc  
Codie Aiken  
Susan Repko

OTHERS PRESENT:  
Supt. Harry Brooks  
Mrs. Pemrick  
Ms. Rawson

BOARD CLERK  
Supt Brooks

MEETING TO ORDER President Jared Whitley called the meeting to order at 6:30 pm

Those present pledged allegiance to the flag.

EXECUTIVE SESSION A motion was made by Bruce Murdock, second by Valerie LeBlanc to go into executive session at 6:30PM for the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person.  
All Board members Voted Yes- 5 No-0 motion carried

EXECUTIVE SESSION A motion was made by Susan Repko, second by Bruce Murdock to move out of executive session at 7:15 pm.  
All Board members voted Yes – 5 No-0 motion Carried

**BOE ACTION**

**BOE appoints Interim Principal**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Jared Whitley to appoint Michelle Rawson as the Interim Principal beginning November 27, 2023. Ms. Rawson will be compensated \$500.00 per day.  
All Board members voted Yes- 5 No- 0 motion carried



**BOE Amends Superintendent Contract**

Upon the recommendation of Supt. Brooks, a motion was made by Valerie LeBlanc, second by Codie Aiken to amend the contract with Kemm Pennick. Both parties agree to amend the original contract, specifically altering the start date of the Superintendent's employment contract to December 11, 2023.

All Board members voted Yes- 5 No-0 motion carried

**BOE accepts Resignation**

Upon the recommendation of Supt. Brooks, a motion was made by Susan Repko, second by Bruce Murdock to accept the resignation of Harry Brooks as the Interim Superintendent effective December 10, 2023

All Board members voted Yes-5 No- 0 motion carried

**BOE appoints per Diem Consultant**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Codie Aiken to approve the consultant service of Harry Brooks as mentor coach at the salary of \$400.00 per day for up to 10 days.

All Board members voted Yes-5 No- 0 motion carried

**BOE approves BOCES Co-Ser**

Upon the recommendation of Supt. Brooks, a motion was made by Susan Repko, second by Bruce Murdock to approve the BOCES CO-SER to provide per diem mentoring services to the Superintendent and the Business Manager

All Board members voted Yes-5 No- 0 motion carried

ADJOURNMENT A motion was made by Bruce Murdock, second by Valerie LeBalnc to adjourn at 7:55 pm.

All Board members voted Yes – 5 No-0 motion carried

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Board Clerk

annotatedAssetId	serialNumber	model	lastPolicySync	enrollmentTime	autoUpdateExpiration
4001	LR05NSY2	Lenovo N22 Chromebook	7/10/2023 14:34	7/10/2023 13:23	2022-05
4002	LR066SLH	Lenovo N22 Chromebook	8/3/2023 9:31	2/25/2021 13:44	2022-05
4008	LR05NT68	Lenovo N22 Chromebook	6/13/2023 12:19	7/23/2019 11:19	2022-05
4380	LR05ZX38	Lenovo N22 Chromebook	8/3/2023 10:08	8/29/2016 11:25	2022-05
4479	LR05NLYC	Lenovo N22 Chromebook	7/25/2023 8:43	11/15/2017 9:37	2022-05
4621	LR066SLM	Lenovo N22 Chromebook	8/3/2023 1:47	6/19/2019 10:48	2022-05
4632	LR066SKV	Lenovo N22 Chromebook	8/2/2023 9:29	4/1/2022 8:14	2022-05
4693	LR05NT6F	Lenovo N22 Chromebook	7/27/2023 8:24	7/18/2019 12:34	2022-05
4699	LR05NTQC	Lenovo N22 Chromebook	7/10/2023 12:50	7/10/2023 12:50	2022-05
4708	LR05NTQ2	Lenovo N22 Chromebook	8/3/2023 9:49	7/18/2019 10:52	2022-05
4709	LR05NV2M	Lenovo N22 Chromebook	8/3/2023 8:23	12/19/2022 16:24	2022-05
4196	LR03W2ZN	Lenovo N21 Chromebook	8/3/2023 8:25	7/2/2015 13:55	2021-08
4636	LR03W35X	Lenovo N21 Chromebook	8/1/2023 9:17	6/19/2019 10:12	2021-08
4637	LR03W31T	Lenovo N21 Chromebook	7/24/2023 8:26	11/10/2020 13:54	2021-08
4648	LR03W355	Lenovo N21 Chromebook	10/23/2023 16:19	6/19/2019 13:10	2021-08
4649	LR03W34X	Lenovo N21 Chromebook	7/24/2023 8:25	6/19/2019 10:19	2021-08
4654	LR03W369	Lenovo N21 Chromebook	7/25/2023 8:42	1/4/2022 12:47	2021-08
4659	LR03W31D	Lenovo N21 Chromebook	7/31/2023 9:13	5/6/2021 8:17	2021-08
4666	LR048KZB	Lenovo N21 Chromebook	8/2/2023 9:29	3/29/2021 11:11	2021-08
4669	LR048KZA	Lenovo N21 Chromebook	8/2/2023 9:30	6/20/2019 9:14	2021-08
4672	LR03W318	Lenovo N21 Chromebook	6/7/2023 10:32	2/23/2021 13:05	2021-08
4676	LR03W330	Lenovo N21 Chromebook	2/7/2023 15:33	11/4/2019 8:05	2021-08
4681	LR03W360	Lenovo N21 Chromebook	8/2/2023 8:56	6/18/2019 12:20	2021-08
4727	LR03W335	Lenovo N21 Chromebook	8/16/2023 8:40	11/12/2020 11:23	2021-08
4236	LR03W33A	Lenovo N21 Chromebook	8/2/2023 8:59	7/23/2019 9:36	2021-08
4732	LR066S9Q	Lenovo N22 Chromebook	11/4/2023 15:25	9/8/2016 14:25	2022-05
4644	LR03W35Z	Lenovo N21 Chromebook	2/15/2023 13:10	6/19/2019 8:51	2021-08
4223	NXMHGAA001423219283400	Acer E1 - V5WE2		? ~ 2014	
??	CNDLIJD4200	HP LaserJet 1320n		? ~ 2008	
??	BJCB15003096WE	Infocus IN114		? ~ 2011	
??	41D59H1	DELL 1545		? ~ 2009	
3271	CNU13249YS	HP Probook640b		? ~ 2009	
4017	725339	Nexlink - DH61CR		? ~ 2012	

## Committee Recommendations for Board of Education Review with Details (December 21, 2023)

Meeting	Alt ID#	Age	Grade	Committee Reason	Decision	Disability	Recommended School
11/15/2023	10633	10:10	05	Sub CSE Requested Review	Classified	Other Health Impairment	Schroon Lake Central School

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Special Class - English	09/07/2023	06/26/2024	15:1+1	1	Daily	40 mins
Special Class - Math	09/07/2023	06/26/2024	15:1+1	1	Daily	40 mins
Special Class - Reading	09/07/2023	07/26/2024	15:1+1	1	Daily	40 mins

**BOE Info:** Requested Review meeting: Student continues to qualify

11/15/2023	10768	16:7	09	Sub CSE Progress Review	Classified	Learning Disability	Schroon Lake Central School
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<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Resource Room Program	09/07/2023	06/26/2024	5:1	5	Weekly	40 mins

**BOE Info:** Progress meeting: Student continues to qualify

11/15/2023	40173	6:6	Kdg.	CSE Reevaluation Review	Classified	Other Health Impairment	Schroon Lake Central School
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<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Special Class - English	09/07/2023	06/26/2024	15:1	1	Daily	40 mins
Special Class - Math	09/07/2023	06/26/2024	15:1	1	Daily	40 mins
Counseling	09/07/2023	06/26/2024	Individual	1	Weekly	30 mins
Counseling	09/07/2023	06/26/2024	Small Group	2	Monthly	30 mins
Counseling	09/07/2023	06/26/2024	Small Group	2	Monthly	30 mins
Speech/Language Therapy	09/07/2023	11/15/2023	Small Group	2	6 day cycle	30 mins

**BOE Info:** Reevaluation Review Meeting: Student continues to qualify

11/28/2023	10708	9:5	04	Sub CSE Amendment	Classified	Learning Disability	Schroon Lake Central School
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<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Special Class - English	09/07/2023	06/26/2024	15:1	1	Daily	40 mins
Special Class - Math	09/07/2023	06/26/2024	15:1	1	Daily	40 mins
Occupational Therapy	12/05/2023	06/26/2024	Small Group	2	Weekly	30 mins
Speech/Language Therapy	09/07/2023	06/26/2024	Individual	1	6 day cycle	30 mins

**BOE Info:** Amendment No Meeting: Student continues to qualify

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12/05/2023	201211	14:9	09	CSE	Reevaluation Review	Classified	Other Health Impairment	Home
	<b>Program/Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Ratio</b>	<b>Freq.</b>	<b>Period</b>	<b>Duration</b>	
	Consultant Teacher Services	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins	
	Consultant Teacher Services	09/07/2023	06/26/2024	Direct	3	6 day cycle	40 mins	
	Resource Room Program	09/07/2023	06/26/2024	5:1	1	Daily	40 mins	
	Counseling	09/07/2023	06/26/2024	Small Group	1	Weekly	30 mins	

**BOE Info:** Reevaluation Meeting: Student continues to qualify

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December 12, 2023

Kemm Pemrick, Superintendent  
Schroon Lake Central School  
1125 US Route 9  
Schroon Lake NY, 12870

Dear Superintendent Pemrick,

I am writing to request medical leave estimated to start December 15th, 2023 with a return to work date no earlier than January 12, 2024, pending medical clearance at the earliest date thereafter. I would like to use my accrued sick leave during my leave.

Thank you very much for your time and support.

Sincerely,

  
Laura A. Corey

**BOE Approves Leave of Absence**

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_ second by \_\_\_\_\_ to approve a leave of absence for Laura Corey and Angela Slaterpryce.

**BOE Long Term Appoints Substitutes**

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint David Pede as a long term math substitute effective November 13, 2023 Mr. Pede will be compensated \$241.28 per day.

All Board members voted Yes- No- motion carried

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint Dawn Kellyas a long term social studies substitute effective December 18, 2023 Ms. Kelly will be compensated \$241.28 per day.

All Board members voted Yes- No- motion carried

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint Nacidee Holland as a long term substitute nurse effective December 4, 2023. Mrs. Holland will be compensated \$181.93 per day.

All Board members voted Yes- No- motion carried

**BOE Appoints School Nurse**

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint Shaela Schmidt as the school nurse effective January 9, 2024. Mrs. Schmidt will be compensated the prorated amount of step 11 (\$47,137.00) of the SLTA contract. Mrs, Schmidt will be prorated sick and personal days.

All Board members voted Yes- No- motion carried

**BOE Appoints Substitute**

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint Kelsey Bevins as a non certified teacher substitute for the 2023-2024 school year. This position is contingent upon the clearance of NYSED fingerprints. Mr. Spaulding will be compensated \$115.00 per day. All Board members voted Yes- No- motion carried

**BOE Accepts Resignation**

Upon the recommendation of Supt. Pemrick, a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to accept the resignation of Laura Corey as Co- Cheerleading Coach for the remainder of the 2023-2024 season All Board members voted Yes- No- motion carried

**BOE Appoints Homework Club Supervisors**

Upon the recommendation of Supt. Pemrick a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint Beth Wisser, Beth Root, Melissa Whitley and Mike Sharp as homework club supervisors for the 2023-2024 basketball season. Site supervisors will be compensated \$43.00 per hour.

All Board members voted Yes- No- motion carried

**BOE Appoints Extra Curricular positions**

Upon the recommendation of Supt. Pemrick a motion was made by \_\_\_\_\_, second by \_\_\_\_\_ to appoint the following extra curricular appointments

<b>Musical Scenery Construction</b>	Brett Bernhard	\$987.00
<b>Musical Scenery Design</b>	Kate Hartley	\$987.00

All Board members voted Yes- No- motion carried



DeZalia, Lisa <ldezalia@slwildcats.org>

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## Fwd: Cheer

1 message

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**Pemrick, Kemm** <kpemrick@slwildcats.org>  
To: Lisa DeZalia <ldezalia@slwildcats.org>

Mon, Dec 18, 2023 at 3:39 PM

----- Forwarded message -----

From: **Corey, Laura** <lcorey@slwildcats.org>

Date: Fri, Dec 8, 2023 at 3:52 PM

Subject: Cheer

To: Harry Brooks <hbrooks@slwildcats.org>, Kemm Pemrick <kpemrick@slwildcats.org>, Lee Silvernail <lsilvernail@slwildcats.org>

Cc: <chrisc5@alumni.sage.edu>

Hi all,

After discussions with Cassidy, my last day as co-coach for cheer will be Tuesday, December 12 due to my upcoming knee replacement surgery.

The remaining stipend should be paid entirely to Cassidy.

Thank you so much for the opportunity to work with our students in this capacity.

My best,

Laura

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**Currently Reading:** Help for Billy: A Beyond Consequences Approach to Helping Challenging Children in the Classroom by Heather Forbes

Kemm E. Pemrick

Superintendent

(518) 532-7164 Ext. 3304





## **Family and Medical Leave Act**

The Schroon Lake School Central District Board of Education, in accordance with the Family and Medical Leave Act of 1993 (as amended) (FMLA), gives “eligible” employees of the District the right to take unpaid leave for a period of up to twelve (12) workweeks in a twelve-month period as determined by the District.

Employees are “eligible” if they have been employed by the District for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve-month period. Full-time teachers are deemed to meet the 1,250 hour requirement. A break in employment for military service (i.e., call to active duty) does not interrupt the twelve (12) month/1,250 hours of employment requirement and will be counted toward fulfilling this prerequisite. The law covers both full-time and part-time employees.

Eligible employees may be granted leave for one (1) or more of the following reasons:

1. The birth and care of a newborn child of the employee;
2. Adoption and care of a child of the employee;
3. The placement of a child with the employee from foster care;
4. To care for a spouse, minor child or parent who has a “serious health condition” as defined by the FMLA;
5. To care for an adult child who is incapable of self-care due to a disability (regardless of date of the onset of disability) and has a “serious health condition” as defined by the FMLA; and/or
6. A “serious health condition” of the employee, as defined by the FMLA, that prevents the employee from performing his/her job.

A “serious health condition” is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider that renders the person incapacitated for more than three (3) consecutive calendar days. Furthermore, the first visit to a health care provider for an employee claiming a “serious health condition” under FMLA must occur within seven (7) days of the aforementioned incapacity with the second required visit occurring within thirty (30) days of the incapacitating event. In order for an employee to claim the need for continuous treatment under FMLA for a chronic serious health condition, the condition must require a minimum of two (2) visits per year to a healthcare provider, continue over an extended period of time, and may cause episodic rather than a continuing period of incapacity. A “serious health condition” is also defined as any period of incapacity related to pregnancy or for prenatal care.

The District uses a rolling 12-month period measured backward from the date of any FMLA leave usage as the method for determining the availability of FMLA leave. In certain cases, FMLA leave may be taken on an intermittent or reduced schedule basis rather than all at once. The entitlement to leave for the birth or placement of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

## **Military Family Leave Entitlements**

### **Military Caregiver Leave**

An eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a “military member” who is:

1. Recovering from a service-connected serious illness or injury sustained while on active duty; or
2. Recovering from a serious illness or injury that existed prior to the service member’s active duty and was aggravated while on active duty; or
3. A veteran who has a qualifying injury or illness from service within the last five (5) years and aggravates that illness or injury.

This military caregiver leave is available during a single twelve (12) month period during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave. Military Caregiver Leave may be combined with other forms of FMLA-related leave providing a combined total of twenty-six (26) weeks of possible leave for any single twelve (12) month period; however, the other form of FMLA leave when combined cannot exceed twelve (12) of the twenty-six (26) weeks of combined leave. Military Caregiver Leave has a set “clock” for calculating the twelve (12) month period for when FMLA leave begins and tolling starts at the first day of leave taken.

The term “military member” means:

1. A member of the Regular Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A veteran (discharged or released under condition other than dishonorable) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the

National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

### **“Qualifying Exigency” Leave/Call to Active Duty**

An “eligible” employee is entitled to FMLA leave because of “a qualifying exigency” arising out of circumstances where the spouse, son, daughter, or parent of the employee is serving in the regular Armed Forces or either the National Guard or the Reserves and is on active duty during a war or national emergency called for by the President of the United States or Congress, or has been notified of an impending call to active duty status, in support of a contingency operation. There is no “qualifying exigency” unless the military member is or is about to be deployed to a foreign country.

A “qualifying exigency” related to families of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve personnel on (or called to) active duty to take FMLA protected leave to manage their affairs is defined as any one of the following reasons:

1. Short-notice deployment;
2. Military events and related activities;
3. Childcare and school activities;
4. Parental care leave;
5. Financial and legal arrangements;
6. Counseling;
7. Rest and recuperation (for up to fifteen [15] calendar days);
8. Post-deployment activities; and
9. Any additional activities where the employer and employee agree to the leave.

In any case in which the necessity for leave due to a qualifying exigency is foreseeable, the employee shall provide such notice to the employer as is reasonable and practicable. This military- related leave is for up to twelve (12) weeks during a single twelve (12) month period. Leave may be taken intermittently or on a reduced leave schedule.

### **Implementation/Benefits/Medical Certification**

At the Board of Education’s or employee’s option, certain types of paid leave may be substituted for unpaid leave. An employee on FMLA leave is also entitled to have health

benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period. In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. The Board of Education has a right to thirty (30) days advance notice from the employee where practicable. In addition, the Board may require an employee to submit certification from a health care provider to substantiate that the leave is due to the "serious health condition" of the employee or the employee's immediate family member. Under no circumstance should the employee's direct supervisor contact any health care provider regarding the employee's condition; all contact in this manner must be made by a health care provider (employed by the employer), a human resource professional, a leave administrator or a management official. If the medical certification requested by the employer is found to be deficient, the employer must indicate where the errors are, in writing, and give the employee seven (7) days to provide corrected materials to cure any deficiency prior to any action being taken.

## **Special Provisions for School District Instructional Employees**

An instructional employee is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting (e.g., teachers, coaches, driving instructors, special education assistants, etc.). Teaching assistants and aides who do not have instruction as the principal function of their job are not considered an "instructional employee."

### **Intermittent Leave Taken By Instructional Employees**

FMLA leave that is taken at the end of the school year and resumes at the beginning of the next school year is not regarded as intermittent leave but rather continuous leave. The period in the interim (i.e., summer vacation) is not counted against an employee and the employee must continue to receive any benefits that are customarily given over the summer break. Intermittent leave may be taken but must meet certain criteria. If the instructional employee requesting intermittent leave or leave on a reduced schedule will be on that leave for more than twenty percent (20%) of the number of working days during the period for which the leave would extend, the following criteria may be required by the employer:

1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

Appropriate notice for foreseeable FMLA leave still applies and all employees must be returned to an equivalent position within the school district. Additional work-related certifications, requirements and/or training may not be required of the employee as a contingent of their return to work.

### **Leave Taken by Instructional Employees Near the End of the Instructional Year**

There are also special requirements for instructional employees taking leave and the leave's relation to the end of the term. If the instructional employee is taking leave more than five (5) weeks prior to the end of the term, the District may require that the employee take the leave until the end of the term if the leave lasts more than three (3) weeks and the employee was scheduled to return prior to three (3) weeks before the end of the term.

If the instructional employee is taking leave less than five (5) weeks prior to the end of the term for any of the following FMLA-related reasons except qualifying exigency, the District may require that the employee remain out for the rest of the term if the leave lasts more than two (2) weeks and the employee would return to work during that two (2) week period at the end of the instructional term.

If the instructional employee begins taking leave during the three (3) weeks prior to the end of the term for any reason except qualifying exigency, the District may require that the employee continue leave until the end of the term if the leave is scheduled to last more than five (5) working days. Any additional time that is required by the employer due to the timing of the end of the school year, will not be charged against the employee as FMLA leave because it was the employer who requested that the leave extend until the end of the term.

### **FMLA Notice**

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building and a notice of an employee's FMLA rights and responsibilities shall be either

placed in the employee handbook of the employer or furnished to each new employee upon hire. The employer has five (5) days to supply such notice from the date of hire.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

## **Concurrent (Substitute) Leave**

Employees must use paid leave concurrently with periods of FMLA leave.

## **Seniority**

Employees do not accrue seniority during any periods of time that they are on FMLA leave that are unpaid.

## **References**

- Family and Medical Leave Act of 1993 (as amended), Public Law 103-3
- National Defense Authorization Act of 2008, Public Law 110-181
- 10 USC 101(a) (13)
- 29 USC 1630.1 and 2611-2654
- 29 CFR Part 825 and Part 1630
- 42 USC 12102
- Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
- 45 CFR Parts 160 and 164

## **Schroon Lake Central School District**

**APPENDIX 1**

**December 15, 2023**

### **Workplace Violence Prevention Policy Statement**

Schroon Lake Central School District is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients.

Workplace Violence is defined as any physical assault or act of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence against any of our employees where any work related duty is performed will be thoroughly investigated and appropriate action will be taken including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies procedures and practices, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of New York State Labor Law Art. 2 §27-b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that is designed to identify the risks of workplace violence to which our employees could be exposed. Authorized Employee Representative(s) will at a minimum, be involved in:

- evaluating the physical environment;

- developing the Workplace Violence Prevention Program; and

- reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported if any and reviewing the effectiveness of the mitigating actions taken.

All employees will participate in the annual Workplace Violence Prevention Training Program. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. All personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been

told that another person has witnessed or received.

**Designated Contact Person: Kemmm Pemrick**

**Title: Superintendent**

**Phone: (518) 532-7164**

**E-mail: [kpemrick@SLWildcats.org](mailto:kpemrick@SLWildcats.org)**